having no jurisdiction over the matrimonial domicil was not entitled to full faith and credit in other states, but that other states might recognize such decree under the principles of interstate comity. *Toncray* v. *Toncray*, 123 Tenn. 476, and *Howard* v. *Strode*, 242 Mo. 210, reached an opposite conclusion from *Haddock* v. *Haddock* on the ground of interstate comity, but are squarely opposed to the principal case. In *Joyner* v. *Joyner*, 131 Ga. 217; *Felt* v. *Felt*, 59 N. J. Eq. 606, and *Gildersleeve* v. *Gildersleeve*, 88 Conn. 689, the opposite conclusion was also reached on the ground of comity, but in these cases the defendant had actual notice. In the principal case there was no actual notice given and the court reserved the question as to its effect had there been such notice. It was held in *Atherton* v. *Atherton*, 181 U. S. 155, that where the wife deserted the husband unjustifiably the decree of the court of Kentucky, the matrimonial domicil, having jurisdiction over the injured husband and over the deserting wife whose domicil was presumed to have continued in Kentucky despite her desertion, would be entitled to full faith and credit. *Thompson* v. *Thompson*, 226 U. S. 551, decides the same. In *North* v. *North*, 93 N. Y. Supp, 512, the husband, being deserted by the wife in New York, moved to California, established his domicil there and obtained a divorce. It was held that the divorce was entitled to full faith and credit in New York since the wife's domicil is the same as that of the husband, and so the California court had jurisdiction over the matrimonial domicil and the injured party. The recent case of *Stevens* v. *Allen*, (La. 1916), 71 So. 936, 15 MICH. L. REV. 82, holds that where the wife unjustifiably refuses to follow the husband the matrimonial domicil follows him, but the question as to whether a decree granted him in the state of his domicil was entitled to full faith and credit was not involved. In *Buckley* v. *Buckley*, 50 Wash. 213, the husband deserted the wife without justification. She moved to Illinois and established a domicil there and sued for and obtained a divorce. It was held that this decree was entitled to recognition in Washington, where the husband was domiciled, under the full faith and credit clause and under the principle of comity. The principal case differs from the cases just discussed following *Atherton* v. *Atherton* in the fact that the Massachusetts court finds that the Georgia decree was wrongfully obtained by the husband, who had been guilty of desertion, while in the other cases there was no examination by the court as to the facts passed on by the foreign court which granted the divorce in question.

EASEMENTS BY IMPLICATION—IMPLIED GRANT OF EASEMENT.—The owner of two adjoining lots, one back of the other, built a three-story building which covered the front lot, and, together with the rear porch, extended twenty feet upon the back lot. There was no way of entering the building from the rear except through that portion of the building which was on the back lot, and such means of entrance had long been used. The owner of the lots mortgaged the front lot to defendant's predecessor in title, describing the lot by its number in the block, the number of the block, and by the length of the lot. Later he conveyed the back lot to plaintiff, who

sues to quiet his title to the twenty feet of the back lot covered by the building and porch. *Held,* that the mortgage to the defendant's predecessor in title created by implication a permanent easement in favor of the front lot, in so much of the back lot as is covered by the building and porch. *Lead City Miner's Union* v. *Moyer et al.,* 235 Fed. 376.

This case raises the question of the creation of an easement by implied grant or conveyance of the quasi-dominant estate. This sort of case should be always distinguished from that of the creation of an easement of implied reservation, because many courts have decided that only in a certain few special classes of cases may easements be created by implied reservation. See 9 MICH. L. REV. 709. If the question is, as here, whether an easement has been created by implied grant, there are several requisites. (1) The easement must be apparent. *Clihak* v. *Klekr,* 117 Ill. 643, 7 N. E. 111; *Martin* v. *Murphy,* 221 Ill. 632, 77 N. E. 1126; *Kelly* v. *Dunning,* 43 N. J. Eq. 62, 10 Atl. 276; *Tooth* v. *Bryce,* 50 N. J. Eq. 589, 25 Atl. 182; *Janes* v. *Jenkins,* 34 Md. 1, 6 Am. Rep. 300; *Evans* v. *Dana,* 7 R. I. 306; *Sanderlin* v. *Baxter,* 76 Va. 299, 44 Am. Rep. 165. An easement has been said to be apparent when signs of it "must necessarily be seen" or "may be seen or known on a careful inspection by a person ordinarily conversant with the subject," *Pyer* v. *Carter,* 1 Hurl. & N. 916 (a case though of implied reservation). In a recent case an English court said that the signs need be apparent on the dominant estate only. *Schwann* v. *Cotton* [1916], 2 Ch. 120, affirmed, 85 L. J. Ch. 689. (2) Another requisite in some jurisdictions is that the quasi-easement be continuous. *Woodcock* v. *Baldwin,* 51 La. Ann. 989; *Polden* v. *Bastard,* 4 Best & S. 258; *Tooth* v. *Bryce,* supra; *Duvall* v. *Ridout,* 124 Md. 193, 92 Atl. 209. Courts are not agreed on just what is meant by continuous. *Polden* v. *Bastard* held that an easement of the right to go onto the land of another after water was not continuous, and *Tooth* v. *Bryce* that because the premises were permanently adapted to the use of the easement the easement is continuous, though in order to keep it repaired going onto the land of another was necessary. Some courts have abandoned the requisite that the easement be continuous. *Baker* v. *Rice,* 56 Oh. St. 463, 47 N. E. 653, which makes requisite only that the easement be apparent and reasonably necessary to the use of the premises granted. *Thomas* v. *Owen,* 57 L. J. Q. B. 198, 202 (dicta); *Bayley* v. *Great Western Railway,* 26 Ch. D. 434. It seems that continuity might well be dispensed with, and be regarded when present as merely evidence of the permanence or necessity of the easement. (3) Another requisite is that the easement be necessary. Manifestly what is meant is not that the easement be one of such necessity as would create a way of necessity, for were it so necessary that necessity alone would suffice, without any consideration as to whether the easement was apparant or continuous. What probably is meant is that the easement must be reasonably necessary for the continuance of that use to which the property was being put when the conveyance was made. *Adams* v. *Gordan,* 265 Ill. 87, 106 N. E. 517; *Ellis* v. *Bassett,* 128 Ind. 118, 25 Am. St. Rep. 421, 27 N. E. 344; *Johson* v. *Gould,* 60 W. Va. 84, 53 S. E. 798.